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10/797,517	03/10/2004	Robert V. Kixmiller	1770-0002	2832

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EXAMINER	
ROSEN, ELIZABETH H	
ART UNIT	**PAPER NUMBER**
3692	

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Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary	Application No.	Applicant(s)	
	10/797,517	KIXMILLER, ROBERT V.	
	Examiner	Art Unit	
	ELIZABETH ROSEN	3692	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE *3* MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *11 February 2008*.

2a)☒ This action is **FINAL**. 2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1-5* is/are pending in the application.

4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1-5* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☒ The drawing(s) filed on *11 February 2008* is/are: a)☒ accepted or b)☐ objected to by the Examiner.

Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a)☐ All b)☐ Some * c)☐ None of:

1.☐ Certified copies of the priority documents have been received.

2.☐ Certified copies of the priority documents have been received in Application No. _____.

3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☐ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☐ Information Disclosure Statement(s) (PTO/SB/08) Paper No(s)/Mail Date _____.
4) ☐ Interview Summary (PTO-413) Paper No(s)/Mail Date. _____ .
5) ☐ Notice of Informal Patent Application
6) ☐ Other: _____.

DETAILED ACTION

Status of Claims

1. This action is in reply to the Amendment and Response filed on February 11, 2008.
2. Claims 1-5 are currently pending and have been examined.

Drawings

3. In light of Applicant's submission of corrected drawings, the objection is withdrawn.

Response to Arguments

4. The Examiner has pointed out particular references contained in the prior art of record within the body of this action for the convenience of the Applicant. Although the specified citations are representative of the teachings in the art and are applied to the specific limitations within the individual claim, other passages and figures may apply. Applicant, in preparing the response, should consider fully the entire reference as potentially teaching all or part of the claimed invention, as well as the context of the passage as taught by the prior art or disclosed by the Examiner.

5. Examiner would like to point out that the Supreme Court in *KSR International Co. v. Teleflex Inc.* described seven rationales to support rejections under 35 U.S.C. 103:

- Combining prior art elements according to known methods to yield predictable results;
- Simple substitution of one known element for another to obtain predictable results;
- Use of known technique to improve similar devices (methods, or products) in the same way;
- Applying a known technique to a known device (method, or product) ready for improvement to yield predictable results;
- "Obvious to try" –choosing from a finite number of identified, predictable solutions, with a reasonable expectation of success;
- Known work in one field of endeavor may prompt variations of it for use in either the same field or a different one based on design incentives or other market forces if the variations would have been predictable to one of ordinary skill in the art; and

- Some teaching, suggestion, or motivation in the prior art that would have led one of ordinary skill to modify the prior art reference or to combine prior art reference teachings to arrive at the claimed invention.

Prior art is not limited just to the references being applied, but includes the understanding of one of ordinary skill in the art. The prior art reference (or references when combined) need not teach or suggest all the claim limitations; however, Office personnel must explain why the difference(s) between the prior art and the claimed invention would have been obvious to one of ordinary skill in the art. The "mere existence of differences between the prior art and an invention does not establish the invention's nonobviousness." see *Dann v. Johnson*, 425 U.S. 219, 230 (1976).

6. Applicant's arguments have been fully considered, but they are unpersuasive.

7. Applicant first argues, with regard to Claim 1, that Horn does not disclose "*displaying a settlement contract obligating the parties to the disclosure of binding offers or binding settlement at a particular dollar amount upon the occurrence of pre-determined negotiation conditions*." Figure 36 and Paragraph 0096 of Horn disclose a web page that "contains the terms and conditions of the process." Horn further discloses that "[t]he parties are advised that any settlement reached as a result of the process is binding as a valid contract." Applicant's argument that "Horn does not obligate both parties to disclose binding offers" is irrelevant because Horn clearly discloses that once a settlement is reached, the binding settlement is disclosed. However, it would, nevertheless, be obvious that the final offers of each party that lead to a settlement would be disclosed to the other party. With such a disclosure, each party would have more confidence in the method of settlement because they can see how a settlement amount was finally reached. Furthermore, the claim does not specify whether the settlement amount is to be disclosed to the parties, the public, etc. It merely states that binding offers or settlements are disclosed. Applicant further argues that "Horn does not…obligate the parties to a binding settlement if negotiation conditions are met." However, the claim does not specify what types of conditions need to be met. Therefore, it would be obvious that the conditions could be that a settlement was reached. If a settlement is reached, then, based on at least Figure 36 and Paragraph 0096 of Horn, the parties are obligated to a binding settlement.

8. Applicant further argues, with regard to Claim 1, that the Office Action does not address "that the offers referred to are the non-confidential offers made by the parties prior to registering the dispute." However, the limitation that Applicant is referring to was interpreted in a manner other than as described in Applicant's Arguments. This limitation is reasonably read as "*displaying a split and settle option to a first party...prior to registering the dispute on the web-based automated settlement system*." It was not clear, from the language of the claims, that Applicant intended for this limitation to mean "*displaying a split and settle option to a first party in which the monetary settlement is reached at the mid-point dollar*

amount between non-confidential offers **[made by the parties before they registered]** *the dispute on the web-based automated settlement system*." Rather, the limitation was more clearly interpreted as meaning that the split and settle option was displayed to the parties before they registered their dispute. Because the steps in Claim 1 begin with registering the dispute, this limitation could not be given patentable weight.

9. Applicant further argues, with regard to Claim 1, that "*non-confidential*" offers would not be obvious in light of the teachings of Horn. However, in light of KSR, it would be obvious that the offers could be non-confidential. Additionally, as already explained, this limitation of Claim 1 is unclear and difficult to construe. If it is interpreted in the manner that is suggested by Applicant in the Remarks to mean that these non-confidential offers are made by the parties before they registered, it would be obvious that the offers would be non-confidential. In fact, it would be essential for the offers to be non-confidential. If the offers that were made before registering were confidential, then the offers would not have been received by the other parties and settlement negotiations would not have begun and, therefore, the parties would not register with the settlement system. If, on the other hand, this limitation of Claim 1 is interpreted to mean that the split and settle option is displayed before registration, then the limitation merely requires that one or more of the offers are non-confidential. In such a case, it would be obvious to a person having ordinary skill at the time of the invention that one or more of the offers of Horn could be non-confidential. For example, it would be possible that two parties are in a dispute and after a series of offers have been made for a settlement, no agreement is reached. Thereafter, they decide to use an automated dispute settlement system like the one in Horn to resolve their dispute. In this situation, the parties would have already made non-confidential offers and, further, these offers could be used by the system to reach a settlement. Furthermore, it would be obvious to substitute confidential offers with non-confidential offers. In KSR, one rationale to support a rejection under 35 U.S.C. 103 is the simple substitution of one known element for another to obtain predictable results. With regard to the limitation at issue, it would be obvious to make this substitution and the result would be to reach a settlement.

10. Applicant argues, with regard to Claim 3, that Horn does not disclose "if the counter-offer dollar amount is within the disclosure dollar amount, notifying the parties of the offer and counter-offer amounts." Horn states, in Paragraph 0104, that the parties are notified of the settlement amount. When the parties are notified of the settlement amount, they will essentially learn information regarding the final offer of the other party and often the exact offer of the other party. For example, in Paragraph 0024 of Horn, the claimant chooses a range of $1,000 to $2,000. When the settlement amount is $2,000, the claimant will know that the respondent has offered more than $2,000. When the respondent chooses an offer range of $4,000 to $8,000 and the settlement amount is $2,000, then the respondent will know that the claimant has made the offer of $2,000. Furthermore, in Paragraph 0025, the claimant offers $1,000 to $3,000 and the respondent offers $2,000 to $10,000. The relevant values are $3,000 for the claimant and

$2,000 for the respondent. When the settlement is $2,500, the average of $2,000 and $3,000, each party will obviously know the offers made by the other party.

11. Applicant argues, with regard to Claim 4, that Horn does not disclose a "*proximity test value*." Although Applicant argues that "in Horn, the minimum and maximum settlement amounts entered by each party are not the same as Applicant's claimed 'proximity text value' as the value is used in the claimed method," the claim, as written, is disclosed in Horn as described below in the rejection of Claim 4.

Claim Rejections - 35 USC § 103

12. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

13. **Claims 1-5** are rejected under 35 U.S.C. 103(a) as being unpatentable over **Horn** et al., U.S. Patent Application Publication Number 2001/0037204 A1.

Claim 1:

Horn discloses the limitations of:

- *registering a dispute on a web-based automated settlement system, including entering information concerning the parties and the dispute, and entering communication addresses of the parties* (see at least Horn, Paragraph 0074 (Internet); Paragraph 0083 ("Once a party chooses to subscribe, the system prompts the user to enter his or her information"); and Paragraph 0089 (The user enters information regarding the claim.));
- *generating a secure authorization number unique to the particular dispute and communicating that number to the parties via their respective communication addresses* (see at least Horn, Paragraph 0021 ("the system provides the user with a unique reference number to identify the claim") and Paragraph 0017 (the website and system are secure));
- *storing the information concerning the parties and the dispute in a data storage location associated with the secure authorization number* (see at least Horn, Paragraph 0097 ("The selected settlement range and other information provided

by the initiating party are stored by the system.") and Paragraph 0161 ("storage media 506"));

- *displaying a settlement contract obligating the parties to the disclosure of binding offers or binding settlement at a particular dollar amount upon the occurrence of pre-determined negotiation conditions* (see at least Horn, Figure 36 and Paragraph 0096 ("The parties are advised that any settlement reached as a result of the process is binding as a valid contract."));
- *terminating the automated settlement process if one of the parties declines to execute the settlement contract* (see at least Horn, Figure 38 and Paragraph 0096 ("If the user denies the displayed terms, the filing of the claim is aborted and a web page such as that illustrated in FIG. 38 is displayed to the user, for example."));
- *displaying a split and settle option to a first party in which the monetary settlement is reached at the mid-point dollar amount between [offers] of the parties prior to registering the dispute on the web-based automated settlement system* (see at least Horn, Figure 3; Figure 9 (If a minimum of $4,000 is demanded and a maximum of $6,000 is offered, the settlement is the midpoint of $5,000); and Paragraph 0109);
- *signifying election of the split and settle option by a first party including entry of the [offers] of the parties* (see at least Horn, Paragraphs 0091-0092 (The user submits a settlement offer.) and Paragraph 0096 (By agreeing to the terms and conditions, the user agrees to settle at the midpoint of the two dollar amounts.));
- *storing the non-confidential offers in the data storage location associated with the secure authorization number* (see at least Horn, Paragraph 0097 ("The selected settlement range and other information provided by the initiating party are stored by the system.") and Paragraph 0161 ("storage media 506"));
- *notifying the second party of the registration of the dispute on the web-based automated settlement system and of the secure authorization number* (see at least Horn, Paragraph 0097 ("The system generates automatic notifications in written or electronic form and forwards them to parties involved, inviting them to respond.") and Paragraph 0100 (The reference number for the claim is "included in the correspondence inviting the responding party to participate."));
- *upon the second party accessing the web-based settlement system using the secure authorization number* (see at least Horn, Paragraph 0101 (The

responding party provides the reference number for the claim and the system displays information that is relevant to the claim)); and

- *notifying the parties that settlement has been reached at the mid-point dollar amount if the second party signifies election of the split and settle option* (see at least Horn, Paragraph 0104).

Horn does not explicitly disclose:

- *non-confidential offers*; and
- *displaying the split and settle option to the second party together with the non-confidential offers*.

It would have been prima facie obvious to one of ordinary skill in the art at the time of the invention to incorporate *non-confidential offers* and *displaying the split and settle option to the second party together with the non-confidential offers* with Horn's system and method for online resolution of disputes. One of ordinary skill in the art would have been motivated to incorporate the first feature for the purpose of making the offer known to the other party in order to assist with the negotiation process. With regard to the limitation of "*displaying the split and settle option to the second party together with the non-confidential offers*," one of ordinary skill in the art would have been motivated to incorporate this feature for the purpose of giving the second party the opportunity to participate in the settlement negotiations. Horn discloses, in Paragraph 0103, that the responding party makes a selection regarding the settlement amount and then must agree to the terms and conditions. Therefore, the responding party agrees to the "*split and settle option*."

Claims 2 and 5:

Horn discloses the limitations as described above. **Horn** further discloses:

- *wherein the communication addresses are e-mail addresses of the parties and the notifying steps of the method include sending an e-mail message* (see at least Horn, Paragraphs 0022, 0027, 0083, 0091).

Claim 3:

Horn discloses the limitations as described above. **Horn** further discloses:

- *entering a proximity test value by a first party, the proximity test value indicative of a negotiation condition relative to a dollar amount offer of the first party* (see at least Horn, Paragraph 0091 ("The user can then initiate a settlement offer that includes the minimum and maximum limits for which the user is willing to settle

the claim.") and Paragraph 0094 ("the settlement range is expanded based on a certain percentage of the difference between the highest and lowest amounts in the range selected by the user.”));

- *entering a dollar amount offer by the first party and storing such dollar amount offer in the memory associated with the secure authorization number* (see at least Horn, Paragraph 0091; Paragraph 0097 ("The selected settlement range and other information provided by the initiating party are stored by the system."); and Paragraph 0161 ("storage media 506"));
- *calculating a disclosure dollar amount by applying the proximity test value to the dollar amount offer* (see at least Horn, Paragraphs 0092-0094 and Paragraph 0102 (the responding party is provided with a menu of settlement ranges that was generated by the initiating party without knowing that the initiating party has selected the increments.));
- *upon a second party accessing the web-based settlement system using the secure authorization number, displaying a request to enter a counter-offer, while maintaining the offer of the first party confidential* (see at least Horn, Figure 40 (The second party does not know the offer of the first party. Rather, the second party chooses from several dollar amount ranges.); Paragraph 0100 ("once notified of the initiation of a claim, a responding party at step 345 offers a settlement response"); and Paragraph 0101 (The responding party provides the reference number for the claim and the system displays information that is relevant to the claim.));
- *upon entry of a counter-offer dollar amount by the second party, comparing the counter-offer dollar amount to the disclosure dollar amount* (see at least Horn, Paragraph 0104 (The system processes the submitted settlement offer to determine whether a settlement has been reached.));
- *otherwise, if the counter-offer dollar amount is within the disclosure dollar amount, notifying the parties of the offer and counter-offer dollar amounts* (see at least Horn, Paragraph 0104 ("If the system after processing the submitted settlement offer determines that a settlement has been reached, then the parties are notified and a settlement amount is calculated." A pop-up window announces the settlement and the amount of the settlement.)); and
- *wherein the settlement contract makes the offer and counter-offer binding on the respective party so that settlement is reached if one party accepts the other party's offer dollar amount* (see at least Horn, Paragraph 0093 (An example given

of a range is $30,000 to $30,000 so that the offer is $30,000.); Paragraph 0094 ("If the first option is selected, then the settlement range is the range selected by the user.); Paragraph 0096 ("The parties are advised that any settlement reached as a result of the process is binding as a valid contract."); and Paragraph 0103).

Horn does not explicitly disclose:

- *if the counter-offer dollar amount is not within the disclosure dollar amount, terminating the settlement process while maintaining the offer and counter-offer confidential*.

It would have been prima facie obvious to one of ordinary skill in the art at the time of the invention to incorporate the method of terminating the settlement process if the counter-offer dollar amount is not within the disclosure dollar amount with Horn's system and method for online resolution of disputes. One of ordinary skill in the art would have been motivated to incorporate this feature for the purpose of ending the settlement negotiations when the parties fail to agree on a settlement amount. Although Horn does not explicitly disclose that the entire settlement process is terminated, it does disclose that the round of settlements is terminated when there is no agreement (see at least Horn, Paragraphs 0105-0107 (If no settlement is reached, the round of settlements is over. If the party does not want to proceed with a new round of negotiations, it can withdraw from negotiations and remove the claim from the system.)).

Claim 4:

Horn discloses the limitations of:

- *registering a dispute on a web-based automated settlement system, including entering information concerning the parties and the dispute, and entering communication addresses of the parties* (see at least Horn, Paragraph 0074 (Internet); Paragraph 0083 ("Once a party chooses to subscribe, the system prompts the user to enter his or her information"); and Paragraph 0089 (The user enters information regarding the claim.));
- *generating a secure authorization number unique to the particular dispute and communicating that number to the parties via their respective communication addresses* (see at least Horn, Paragraph 0021 ("the system provides the user with a unique reference number to identify the claim") and Paragraph 0017 (the website and system are secure));
- *storing the information concerning the parties and the dispute in a data storage location associated with the secure authorization number* (see at least Horn,

Paragraph 0097 ("The selected settlement range and other information provided by the initiating party are stored by the system.") and Paragraph 0161 ("storage media 506"));

- *displaying a settlement contract obligating the parties to the disclosure of binding offers upon the occurrence of pre-determined negotiation conditions* (see at least Horn, Figure 36 and Paragraph 0096 ("The parties are advised that any settlement reached as a result of the process is binding as a valid contract."));
- *terminating the automated settlement process if one of the parties declines to execute the settlement contract* (see at least Horn, Figure 38 and Paragraph 0096 ("If the user denies the displayed terms, the filing of the claim is aborted and a web page such as that illustrated in FIG. 38 is displayed to the user, for example."));
- *entering a proximity test value by a first party, the proximity test value indicative of a negotiation condition relative to a dollar amount offer of the first party* (see at least Horn, Paragraph 0091 ("The user can then initiate a settlement offer that includes the minimum and maximum limits for which the user is willing to settle the claim.") and Paragraph 0094 ("the settlement range is expanded based on a certain percentage of the difference between the highest and lowest amounts in the range selected by the user."));
- *entering a dollar amount offer by the first party and storing such dollar amount offer in the memory associated with the secure authorization number* (see at least Horn, Paragraph 0091; Paragraph 0097 ("The selected settlement range and other information provided by the initiating party are stored by the system."); and Paragraph 0161 ("storage media 506"));
- *calculating a disclosure dollar amount by applying the proximity test value to the dollar amount offer* (see at least Horn, Paragraphs 0092-0094 and Paragraph 0102 (the responding party is provided with a menu of settlement ranges that was generated by the initiating party without knowing that the initiating party has selected the increments.));
- *notifying the second party of the registration of the dispute on the web-based automated settlement system and of the secure authorization number* (see at least Horn, Paragraph 0097 ("The system generates automatic notifications in written or electronic form and forwards them to parties involved, inviting them to respond.") and Paragraph 0100 (The reference number for the claim is "included in the correspondence inviting the responding party to participate."));

- *upon a second party accessing the web-based settlement system using the secure authorization number, displaying a request to enter a counter-offer, while maintaining the offer of the first party confidential* (see at least Horn, Figure 40 (The second party does not know the offer of the first party. Rather, the second party chooses from several dollar amount ranges.); Paragraph 0100 ("once notified of the initiation of a claim, a responding party at step 345 offers a settlement response"); and Paragraph 0101 (The responding party provides the reference number for the claim and the system displays information that is relevant to the claim.));
- *upon entry of a counter-offer dollar amount by the second party, comparing the counter-offer dollar amount to the disclosure dollar amount* (see at least Horn, Paragraph 0104 (The system processes the submitted settlement offer to determine whether a settlement has been reached.));
- *otherwise, if the counter-offer dollar amount is within the disclosure dollar amount, notifying the parties of the offer and counter-offer dollar amounts* (see at least Horn, Paragraph 0104 ("If the system after processing the submitted settlement offer determines that a settlement has been reached, then the parties are notified and a settlement amount is calculated." A pop-up window announces the settlement and the amount of the settlement.)); and
- *wherein the settlement contract makes the offer and counter-offer binding on the respective party so that settlement is reached if one party accepts the other party's offer dollar amount* (see at least Horn, Paragraph 0093 (An example given of a range is $30,000 to $30,000 so that the offer is $30,000.); Paragraph 0094 ("If the first option is selected, then the settlement range is the range selected by the user.); Paragraph 0096 ("The parties are advised that any settlement reached as a result of the process is binding as a valid contract."); and Paragraph 0103).

Horn does not explicitly disclose:

- *if the counter-offer dollar amount is not within the disclosure dollar amount, terminating the settlement process while maintaining the offer and counter-offer confidential*.

It would have been prima facie obvious to one of ordinary skill in the art at the time of the invention to incorporate the method of terminating the settlement process if the counter-offer dollar amount is not within the disclosure dollar amount with Horn's system and method for online resolution of disputes. One of ordinary skill in the art would have been motivated to incorporate this feature for the purpose of ending the settlement negotiations

when the parties fail to agree on a settlement amount. Although Horn does not explicitly disclose that the entire settlement process is terminated, it does disclose that the round of settlements is terminated when there is no agreement (see at least Horn, Paragraphs 0105-0107 (If no settlement is reached, the round of settlements is over. If the party does not want to proceed with a new round of negotiations, it can withdraw from negotiations and remove the claim from the system.)).

Conclusion

14. **THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to ELIZABETH ROSEN whose telephone number is (571) 270-1850. The examiner can normally be reached on Monday-Friday, 8:30am-6:00pm est, ALT Fridays off.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Kambiz Abdi can be reached at 571-272-6702. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/Kambiz Abdi/
Supervisory Patent Examiner, Art Unit 3692